

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Silverleaf Resorts, Inc.

Plaintiff,

v.

Genpact International, Inc.,

Defendant.

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No. 3:15-cv-2095

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332(a)(1), 1441(b), and 1446(a), Defendant Genpact International, Inc., (“Genpact”) files this Notice of Removal of Cause No. DC-15-05510 from the 191st Judicial District Court in Dallas County, Texas (the “State Court Action”). The following is “a short and plain statement of the grounds for removal” as required by 28 U.S.C. § 1446(a).

INTRODUCTION AND BACKGROUND

Plaintiff Silverleaf Resorts Inc. (“Silverleaf”) filed the State Court Action against Genpact on May 15, 2015. Pursuant to the parties’ agreement, Silverleaf served the Petition on Genpact on May 20, 2015, via an email to Genpact’s counsel. In the Petition, Silverleaf alleges that Genpact breached a Master Services Agreement, including Statements of Work issued thereunder, that the parties’ entered into on August 27, 2013. Silverleaf also alleges that Genpact committed fraud, acted with gross negligence, made negligent misrepresentations, and engaged in other “willful misconduct” in connection with the

Master Services Agreement. For these claims, Silverleaf seeks damages “in an amount not less than \$28,000,000,” among other relief. (Orig. Pet. 27.)

BASIS FOR REMOVAL

The removal of this case is proper under 28 U.S.C. §§ 1441 and 1446. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332, and all applicable requirements for removal have been satisfied.

I. The Court has diversity jurisdiction over this matter.

This Court has jurisdiction under 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000 and the parties are fully diverse. As alleged in Silverleaf’s Original Petition, Silverleaf is a Texas corporation with its principal place of business in Dallas, Texas. (Orig. Pet. 2.) Genpact is a Delaware Corporation with its principal place of business in Connecticut. And, as noted above, Silverleaf seeks \$28 million in damages.

II. The Notice of Removal is procedurally correct.

Genpact has satisfied all applicable procedural requirements for removal. Silverleaf served Genpact with the Petition on May 20, 2015. This Notice of Removal, then, is being filed within 30 days of Genpact’s receipt of the Petition and, therefore, is timely under 28 U.S.C. § 1446(b). Further, because Genpact is the only defendant, all defendants have consented to removal.

In accordance with 28 U.S.C. § 1446(a) and Local Rule 81.1, Genpact has included with its Notice of Removal the following documents:

- An index of all documents filed in the state court that clearly identifies each document and identifies the date the document was filed in state court (Ex. A);

- A copy of the docket sheet in the State Court Action (Ex. B);
- Each document filed in the State Court Action, filed as separate attachments (Exs. C–D);
- A separately signed certificate of interested persons that complies with Local Rule 3.1(c) (Ex. E).

Additionally, in compliance with the Local Rules, Genpact has filed a Northern District Civil Action Cover Sheet and a Supplemental Cover Sheet for Cases Removed from State Court. Finally, promptly after filing this Notice of Removal, Genpact will file a Notice of Removal to Federal Court with the 191st Judicial District Court in Dallas County, Texas.

CONCLUSION

In light of the foregoing, Genpact hereby removes the State Court Action to this Court and respectfully requests that the Court proceed as if this action originally commenced in this Court and make all orders necessary and appropriate to effectuate this removal.

Dated: June 19, 2015

By: /s/ Ophelia F. Camiña
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**COUNSEL FOR DEFENDANT
GENPACT INTERNATIONAL, INC.**

CERTIFICATE OF SERVICE

I hereby certify that this document was served upon the following persons on the 19th day of June, 2015, with the Court's CM/ECF system and via U.S. Mail, Return Receipt Requested:

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